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to him, and secure its fruits, while prosecuting an appeal to reverse such portions as militate against him.

[Ed. Note.—For other cases, see Appeals and Error, Cent. Dig. §§ 979-983; Dec. Dig. § 161.* 1 Va.-W. Va. Enc. Dig. 475.]

Appeal from Circuit Court, Brunswick County.

Bill by the Camp Manufacturing Company and others against W. R. Carpenter, and others. From a judgment for plaintiffs, defendants appeal. Dismissed.

Marvin Smithcy and *R. B. Davis*, for appellants.

E. P. Buford and *E. R. Turnbull, Jr.*, for appellees.

CAMP MFG. CO. *v.* CARPENTER.

March 9, 1911.

[70 S. E. 497.]

1. Railroads (§ 64*)—Contract for Right of Way—Requisites of Contract—Certainty.—A contract to convey land for a railroad right of way is not void for uncertainty because it provides that the road can be kept on the land as long as needed.

[Ed. Note.—For other cases, see Railroads, Dec. Dig. § 64.* 11 Va.-W. Va. Enc. Dig. 544; 3 id. 335.]

2. Vendor and Purchaser (§ 231*)—Bona Fide Purchasers—Notice—Records.—A contract to convey land, if recorded within 10 days from its date as required by Code 1904, § 2457, is valid as to a subsequent purchaser, and he takes title with constructive notice, though his deed is recorded first.

[Ed. Note.—For other cases, see Vendor and Purchaser, Cent. Dig. §§ 513-539; Dec. Dig. § 231.* 11 Va.-W. Va. Enc. Dig. 685.]

Appeal from Circuit Court, Brunswick County.

Bill by the Camp Manufacturing Company against W. R. Carpenter. From a decree for defendant, plaintiff appeals. Reversed.

E. P. Buford and *E. R. Turnbull, Jr.*, for appellant.

Marvin Smithcy and *R. B. Davis*, for appellee.

FORD et al. *v.* CHELF.

March 9, 1911.

[70 S. E. 500.]

1. Fraudulent Conveyances (§ 101*)—Relationship between Parties.—Relationship is not a badge of fraud, but a transaction be-

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

tween relatives which is claimed to be fraudulent as to creditors will be closely scrutinized.

[Ed. Note.—For other cases, see *Fraudulent Conveyances*, Cent Dig. § 329; Dec. Dig. § 101.* 6 Va.-W. Va. Enc. Dig. 510; 6 Va.-W. Va. Enc. Dig. 566.]

2. Fraudulent Conveyances (§ 299*)—Evidence.—Evidence held insufficient to show that a deed from a debtor to his mother was without consideration and made to defraud creditors.

[Ed. Note.—For other cases, see *Fraudulent Conveyances*, Cent Dig. §§ 876-890; Dec. Dig. § 299.* 6 Va.-W. Va. Enc. Dig. 574, 666.]

Appeal from Circuit Court, Henrico County.

Bill by T. W. Chelf against J. P. Ford and another. From a decree for plaintiff, defendants appeal. Reversed.

Jas. L. Shelton, for appellants.

H. St. John Coalter, for appellee.

PHILLIPS v. CITY OF PORTSMOUTH.

March 9, 1911.

[70 S. E. 502.]

Action (§ 53*)—Splitting Causes of Action.—An assignee of a part of the sums claimed to be due a water company for several years added together, under a contract between the company and the city, may not without the consent of the city sue for such part without making the company and its assignees of the other part parties plaintiff, within the rule that a single cause of action arising on an entire contract cannot be divided by partial assignment so as to enable each assignee to sue for the part assigned.

[Ed. Note.—For other cases, see *Action*, Cent. Dig. §§ 549-623; Dec. Dig. § 53.* 1 Va.-W. Va. Enc. Dig. 134, 765.]

Appeal from Circuit Court of City of Portsmouth.

Action by one Phillips against the City of Portsmouth. From a judgment for defendant, plaintiff appeals. Affirmed.

R. Randolph Hicks and *John G. Tilton*, for appellant.

Jno. W. Happer and *Frank L. Crocker*, for appellee.

WICKHAM & NORTHROP v. LEFTWICH'S ADM'X.

March 9, 1911.

[70 S. E. 503.]

1. Carriers (§ 320*)—Street Railroads—Time to Alight—Premature Start—Question for Jury.—In an action for death of plaintiff's

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes